



TRIDELTA®

## General terms and conditions - Sale of the TRIDELTA Group

### 1. Scope

**1.1** Our deliveries, services and offers are exclusively carried out according to the Terms and Conditions set out below. They shall also apply to all future business relations without any need of further express agreement thereon.

**1.2** Any deviating terms and conditions of the Customer not accepted by us in writing shall not be binding to us, even if we do not expressly object to them.

### 2. Offer and Conclusion of Contract

**2.1** Our offers are made without obligation.

**2.2** The documents belonging to the offer, such as drawings, pictures, weight and size specifications, are only approximate unless they are explicitly designated as being binding. Insignificant modifications made by us to our product design or equipment, that are reasonable also for the Customer, do not entitle the Customer to raise objections or to withdraw from the contract.

**2.3** We reserve title and copyright to the documents belonging to the offer, such as drawings, etc.; it is not allowed to provide them to third parties for separate use or any utilization or exploitation whatsoever.

**2.4** The contract shall be concluded only upon our written acknowledgement of order, provided that a written acknowledgement of order is made out. In this case it alone is authoritative for acceptance, scope and execution of the contract. Subject matter of the contract shall also be the valid company standards of TRIDELTA applicable to the specific delivery item.

**2.5** Electronic signatures according to the current state of the art and in compliance with the relevant statutory provisions are admissible for the coming into effect of a conclusion of or amendment to the contract and are a legal alternative to the written form requirement.

**2.6** We reserve the right to introduce procedural changes due to technical progress or practical requirements.

**2.7** Collateral agreements, supplements, and amendments to the contract require our written confirmation to become effective. That also applies to the annulment of this written form clause.

### 3. Deadlines and Time Limits

**3.1** Deadlines and time limits for performance are subject to the mutual agreements in writing.

**3.2** Prerequisite for the compliance with time schedules, however, is the timely receipt of the documents, the required approvals and releases provided by the Customer, the timely clarification and approvals of the plans and the adherence to the agreed terms of payment and other obligations under the existing contractual relationship. If these conditions are not satisfied in good time, the stipulated periods shall be extended by a reasonable length of time taking into consideration our time schedules.

**3.3** Times for performance are deemed to be complied with if the delivery items, which have not to be assembled, are operational and have been shipped or their readiness for collection has been notified within the period fixed. If the deliverables have to be assembled, the times for performance are deemed to be complied with if the deliverables have arrived at the installation site within the period fixed. If delivery is delayed for reasons the Customer is responsible for, the times for performance are deemed to be adhered to if readiness for shipment, collection or delivery has been notified within the period fixed.

**3.4** In cases of force majeure and other unforeseeable impediments beyond our control which cannot be overcome by reasonable expenses (e.g. operational breakdowns, strikes, lock-outs, interventions by authorities, energy and raw material shortage, etc.), the time for performance shall be extended appropriately if we are prevented from fulfilling our obligation in due time.

This shall also apply if our upstream suppliers have to face such obstacles or if they occur during an already existing delay. If the delivery time is extended, the Customer shall not be entitled to derive claims for damages therefrom. We shall notify the Customer at the earliest possible moment of the commencement and expected end of such impediments.

**3.5** We shall be entitled to withdraw from the contract if

a) the impediments, mentioned in subsection 3.4, presumably will last for a prolonged period;

b) we ourselves are not, inadequately or not in time supplied with the goods required in spite of subcontracting agreements concluded with third parties to fulfil the contractual obligations to the Customer;

c) The Customer infringes culpably essential contractual provisions.

**3.6** If, in the event of contracts on call, the call or planning is not effected in due time, we shall be entitled - after having granted a period of grace without result - to effect the planning by ourselves and to render the service or after warning of rejection to withdraw from the overdue part of the contract and to claim damages for non-performance.

**3.7** We have the right to effect partial deliveries after having arranged it accordingly with the Customer.

### 4. Prices, Repayment of Expenses

**4.1** Our prices are net prices ex works (EXW, Incoterms 2010) plus the VAT applicable within the domestic territory, unless otherwise agreed.

**4.2** The decisive prices are those quoted in our acknowledgement of order.

**4.3** If the contract value is below 500,- we shall be entitled to charge markups for small-volume purchases that amount to 50,-

**4.4** If delivery is delayed on the Customer's request or for reasons the Customer is liable for, it shall have to reimburse the expenses incurred to us from the date the performance would have been furnished (such as storage costs, carriage charges, conservation, etc.) plus a standard administrative expense allowance of 50,-

### 5. Payment

**5.1** Invoices are payable without discount within 30 days from the date of invoice.

**5.2** Received payments are credited according to §§ 366, 367 of the German Civil Code (BGB).

**5.3** Default interest is charged according to § 288 of the German Civil Code.

**5.4** Bills and cheques will only be accepted on account of payment with the proviso that we give our prior consent hereto. They do not represent payment until being cashed. Expenses and costs shall be borne by the Customer and are due immediately.

**5.5** We reserve the right to ask for prepayments or the provision of securities at any time, in particular if circumstances become known that might reduce the creditworthiness of the Customer or Customer fails to comply with the terms of payment.

**5.6** In the event of default of payment we shall be entitled to withhold the delivery and/or other performances under all contracts, until the claims due to us against the Customer have completely been satisfied.

**5.7** After a period of grace of reasonable length with a warning of rejection we shall be entitled to withdraw from the contract and/or to claim damages for non-performance.

**5.8** Offsetting against claims by the Customer shall only be allowed if its claims are undisputed or recognised by declaratory judgment.

**5.9** The assignment of all claims of the Customer against us to third parties requires our prior written consent hereto to become valid.

**5.10** The Customer shall bear all bank charges incurred in connection with the payment outside Germany, including intermediary bank charges. We are entitled to receive the full invoiced amount; any bank charges shall not reduce the amount payable.

### 6. Delivery and Passing of Risk

**6.1** The deliveries are generally effected ex works, except for special agreements according to Incoterms 2010.

**6.2** Partial deliveries are admissible, but only insofar as they are acceptable to the contracting parties.

**6.3** The risk passes to the Customer upon delivery of the items of sale to the Customer or to a third party commissioned by the same. If the items are forwarded upon request or by order of the Customer, the risk shall pass to the Customer upon handing over of the items to the forwarding agent or to another person ordered to carry out the shipment. As far as the delivery or assembly of the items has been agreed, the risk passes to the Customer when the items leave the works premises.

**6.4** If dispatch or collection is delayed due to circumstances the Customer is responsible for, the risk shall pass to the Customer from the date of readiness for shipment or collection. In this case we shall, upon Customer's instructions in writing, insure the items of sale in its name and at its expense to the extent desired by it.

**6.5** Upon Customer's instructions in writing we shall have the items insured in its name and at its expense also in any other case against theft, damage from breakage, transport, water or fire, and any other insurable risks.

**6.6** The Customer assigns to us the rights and claims against the respective insurance companies due to it under these insurances. The assignment is effected with the proviso that the insurance benefits shall pass directly to us in the event of damage. This shall apply analogously if we have effected an insurance in our own name for the benefit of the Customer. Upon complete payment of all performances the Customer is entitled to reassignment.

**6.7** The Customer has to accept our deliverables if they are without visible defects or if such defects relate only to an insignificant part of the delivery, or if the quantity/number differs only insignificantly from the order. The provisions of IEC 60424 apply hereto. Customer's rights to demand removal of the defects are not affected thereby.

### 7. Retention of Title

**7.1** The following securities are granted to us until all accounts receivable (including balances receivable) due to us from the Customer now or in future, whatever the legal ground may be, have been settled. Upon request

we will unlock these securities at our discretion completely or partially.

**7.2** The goods remain our property until the receivables according to paragraph 7.1 have been settled. Processing or modification of the goods by the Customer shall always be effected on our behalf as the manufacturer, but without any obligation on our part. If our (co-)title expires due to combination, mixing or processing, it is already now agreed that the (co-)title of the Customer in the new product devolves upon us in the ratio of the value of goods supplied by us (invoiced value). The Customer shall hold our (co-)title in safe custody free of charge. Goods, in which we have a right to (co-)title, are hereinafter referred to as goods under retention of title.

**7.3** The Customer shall be entitled to process and sell the goods under retention of title within the ordinary course of business unless it is in payment default. In particular, pledges, assignments as security, or the sale and leaseback procedure are inadmissible. The Customer hereby assigns to us to the full extent by way of security all receivables from the resale or from any other cause in law (insurance, torts) in respect of the goods under retention of title. We authorise the Customer, until revoked, to collect the receivables assigned to us for its account and in its own name. At our request, the Customer shall disclose the assignment, furnish the necessary information, and submit all essential documents.

**7.4** In the event of any third party action aimed at obtaining the goods under retention of title, the Customer shall notify such party of our property and immediately inform us about such action. The Customer shall defray the costs and accept responsibility for the damage resulting in connection with any third party action aimed at obtaining the goods under retention of title.

**7.5** We may revoke the authorisation to dispose of the goods under retention of title and the authorisation to collect the receivables assigned to us at any time, if the Customer is in breach of any obligation owed to us.

**7.6** In the event of the Customer acting in breach of contract - in particular in the case of default of payment - we are entitled to take back the goods delivered under retention of title at Customer's expense or, where appropriate, to demand assignment of the Customer's claims for return of the goods from third parties. Any repossession or attachment of the goods delivered under retention of title shall not involve a rescission of contract - unless the Consumer Credit Law applies.

### 8. Warranty

**8.1** Within the scope of the following provisions we guarantee that, at the time of passing of risk of the delivery or service, the products delivered and services rendered are free of defects that would reduce the value or restrict the suitability in normal use of the goods or services or in their use agreed according to contract.

**8.2** All products and services having a defect during the warranty period, shall - at the discretion of the Supplier - be subsequently improved free of charge, re-supplied or performed afresh, provided that the cause of such defect is based on a material or legal defect which existed already at the time of passing of risk. Wear and tear by normal use and defects caused by improper use, improper handling, transport and storage, respectively, as well as by non-observance of manufacturer's, mounting or operating instructions, are not warranted.

**8.3** Unless otherwise agreed in writing, the details about our products, in particular illustrations, drawings, technical data and references to standards and specifications contained in our offers and catalogues, do not represent any guarantee regarding quality and durability, but are only descriptions or markings. This applies mutatis mutandis to the delivery of samples and specimens.

**8.4** The Customer shall inspect the goods immediately after delivery, even if samples and specimens had been provided beforehand, and notify us in writing without delay of any defects, including hidden defects, or differences in quantity. Otherwise, the goods shall be deemed as accepted, unless defects are concerned that could not be detected during the inspection.

**8.5** The warranty period shall be 24 months from the date of handing over of the products to the Customer at the place of performance; at the latest, however, from the date of delivery on its premises. Insofar as work performances are subject of the contract, the warranty period shall begin upon acceptance.

**8.6** We shall take over the costs that may accrue according to item 8.2 for subsequent performance. Excluded are follow-up costs for loss of production, loss of profit and the like, as well as extra costs incurred by dispatching the deliverables to a place other than the place of performance.

**8.7** The costs accruing by any unjustified notices of defects shall be borne by the Customer. Lump-sum cost burdens for notices of defects given by Customers shall not be accepted.

**8.8** Insofar as we act as a Supplier of materials or parts to our Customers, we are not subject to any liability according 478 of the German Civil Code [BGB].

**8.9** Further claims are excluded, unless otherwise stipulated in these Terms and Conditions of Sale.

### 9. Limitation of Liability

Claims for damages, whatever the legal ground may be, are excluded against us as well as against our legal representatives and vicarious agents, unless in cases of wilful misconduct or gross negligence. The legal liability remains unaffected; on principle, the liability is limited in reason and amount to the foreseeable typical damage.

### 10. Packaging and Shipment

The goods are packed according to the contractual provisions following subject-specific and commercial points of view. If company-owned packing or rented containers are used, the Customer or its transport agents have to send them back to us without delay.

### 11. Place of Performance, Place of Jurisdiction

**11.1** The place of performance for both parts of the contract and for all deliveries and payments, including return deliveries, is the Supplier's place of business.

**11.2** The place of jurisdiction for all disputes arising from any business under these General Conditions is also the Supplier's place of business, for legal actions taken by us as well as for such taken against us.

### 12. Final Provisions

**12.1** The relations between the Supplier and the Customer are exclusively governed by the law of the Federal Republic of Germany.

**12.2** The applicability of the Conflict of Laws Provisions, as well as of the UN Sales Convention, the Hague Uniform Laws on the Sale of Goods, and the Convention on Contracts for the International Sale of Goods (CISG) is excluded.

**12.3** Should any provision of these General Conditions or a provision within the framework of other agreements be or become invalid or impracticable, the validity of the other provisions or agreements shall not be affected hereby. The invalid or impracticable provision shall be replaced by a valid provision that most closely reflects its economic intent.

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TRIDELTA®

## General terms and conditions - Purchasing of the TRIDELTA Group

### 1. Scope

**1.1** All our orders and contracts - also those placed and concluded in future - are and shall be subject to the present Conditions of Purchase. Any amendments to these Conditions require our written confirmation to be legally effective.

**1.2** We shall not accept Supplier's conditions that are contrary to or deviate from our Conditions of Purchase, unless we have expressly given our written consent to the validity thereof. Our Conditions of Purchase shall also apply if we accept Supplier's delivery in full knowledge of the fact that Supplier's conditions are contrary to or deviate from our Conditions of Purchase.

### 2. Offer, Order, and Conclusion of Contract

**2.1** The Supplier is obliged to accept our order within a period of one week or to reject it without delay. After expiration of this time we shall no longer be bound to our order. Orders shall only be effective if made in writing or confirmed by us in writing. Purchase orders and calls for delivery may also be placed by remote data transmission or fax.

**2.2** We reserve titles and copyrights to all pictures, drawings, calculations and other documents furnished to the Supplier. They may only be made available to third parties if our rights are preserved. The Supplier guarantees that our rights are not injured by third parties. The use of these documents shall be limited to production purposes based on our purchase order. They have to be returned to us without request upon completion of the purchase order.

**2.3** Offers made by the Supplier are binding and free of charge for us.

**2.4** The Delivery and Packaging Instructions of the purchaser are part of each contract.

**2.5** Collateral agreements, supplements, and amendments to the contract shall only be valid if confirmed in writing by us. That also applies to the annulment of the written form clause.

### 3. Dates and Times

**3.1** The agreed date is binding and must be observed. The decisive factor for compliance with the delivery date is the receipt of the goods on our premises. The Supplier is obliged to inform us immediately in writing if circumstances arise or become apparent to him that indicate the impossibility to meet the delivery date.

**3.2** If the time limit is exceeded, we shall grant the Supplier an additional period of time of reasonable length. If he also fails to deliver the goods within the additional period of time, we shall be entitled to withdraw from the contract and to claim damages for non-performance.

**3.3** If the time limit is exceeded, we shall be entitled to claim from the Supplier a contractual penalty for delay. For every calendar day of default in fulfilling the contractual obligations, the penalty amounts to 0.15 % of the value of the defaulting part of the contract, up to a maximum of 5 % of the total contract value.

**3.4** Partial deliveries and deliveries ahead of time are subject to our prior written consent. They do not place us under the obligation to make partial payments or payments before the deadline.

**3.5** Dates or terms the compliance with which is hindered by circumstances of force majeure shall be extended - except in the case of fixed-date purchases - by a period of time that corresponds to the duration of the circumstances of force majeure, plus a reasonable start-up period. The Supplier has to inform us of the occurrence of the circumstance of force majeure within 3 calendar days after obtaining knowledge thereof. If the contractual obligation becomes unacceptable to us because of circumstances of force majeure, we shall be entitled to terminate the contract.

**3.6** Force majeure constitutes an extraordinary, unforeseeable and unavoidable event (e.g. a natural disaster, war, revolution, kidnapping, and fire) the consequences thereof cannot be averted by economically reasonable arrangements. Included are also administrative measures and acts of government, as far as they have not been foreseeable or have not been conditioned or at least partially caused by acts or omissions attributable to the Supplier. Recurrent natural events and unlawful lockouts are not considered as force majeure.

### 4. Prices, Terms of Payment

**4.1** The agreed price is binding and understood to include all ancillary costs according to Incoterms 2010. The return of packing requires a special agreement.

**4.2** Invoices can only be handled if the order number according to our purchase order and the number of the delivery note are indicated therein. The Supplier is responsible for all consequences resulting from the non-compliance with these requirements.

**4.3** Supplier's claims become due only after complete receipt of goods or complete performance of services ordered, as well as upon receipt of the properly prepared invoice documents.

**4.4** If we pay before the due date or within 14 calendar days from receipt of goods or completion of performance or, optionally, after receipt of the invoice in the event that it arrives later than the goods, we shall be entitled to take a discount of 2 %, unless otherwise agreed. Payments are made by transfer or cheque, unless otherwise agreed. A payment does not constitute the acceptance of the delivery as being faultless.

**4.5** We are entitled to set-offs and retentions within the legal extent.

**4.6** The Supplier may only dispose of its claims against us after having obtained our written consent thereto.

### 5. Passing of Risk, Documents

**5.1** Delivery is made as per agreement in accordance with Incoterms 2010. The Supplier shall bear the material risk until the goods are accepted by us or our agent at the location to which the goods are to be delivered according to the order.

**5.2** The Supplier is obliged to indicate exactly our order number and the delivery address in all shipping documents and delivery notes. In case of default, any delays in processing shall be borne by him.

### 6. Warranty, Notice of Defects

**6.1** Acceptance of the goods is subject to examination for faultlessness, particularly for correctness, completeness, and suitability.

**6.2** The statutory provisions concerning defects of material and title shall apply, unless otherwise stipulated below.

**6.3** Furthermore, in the event of defects of title, the Supplier shall exempt us from any existing claims of third parties. In this case a limitation period of ten years applies.

**6.4** Claims based on material defects shall be barred after two years, unless the goods have been used in the usual manner for a building structure. Then, a limitation period of five years applies. The limitation period for material defect claims begins with the handing over of the subject of the contract (passing of risk).

**6.5** If a material defect becomes apparent within six months of the date on which the risk passed, it shall be presumed that the goods were already defective when the risk passed, unless this presumption is incompatible with the nature of the goods or of the defect.

**6.6** We are generally entitled to select the type of subsequent performance. The Supplier shall be entitled to reject the type of subsequent performance selected by us under the provisions of § 439 para. 2 BGB [German Civil Code].

**6.7** If the Supplier fails to begin to remedy the defect immediately after our request to do so, we shall be entitled in urgent cases, particularly in order to avert dangers or to avoid damage, to remedy the defect ourselves or have it remedied by a third party at the expense of the Supplier.

**6.8** For parts of the delivery repaired within the limitation period of our warranty claims, the limitation period shall begin anew upon completion of the subsequent performance.

**6.9** The Supplier shall bear any costs incurred by us as a result of a defective delivery of the subject of the contract, particularly transport, travel, labour and material costs, or costs for the incoming-lot control that exceeds the usual scope.

**6.10** If we take back any products manufactured and/or sold by us as a result of the defectiveness of the subject of the contract delivered by the Supplier, or if our customer reduces the purchase price for this reason or we are held liable in any other way as a result thereof, then we shall reserve the right of recourse against the Supplier, without any need to fix a time limit as otherwise required in order to enforce our rights.

**6.11** We shall be entitled to demand that the Supplier reimburse any expenses we have been forced to bear against our customer, because our customer has a claim on us for reimbursement of the expenses incurred for the purpose of subsequent performance, particularly the costs of transport, travel, labour and material.

**6.12** Not with standing the provision of clause 6.3, the limitation period in the cases of clauses 6.9 and 6.10 shall end, at the earliest, two months following the time at which we have fulfilled the claims filed by our customer against us; it shall end, at the latest, five years following the acceptance from the Supplier.

### 7. Product Liability and Recall

**7.1** If claims are asserted against us by third parties on the basis of product liability, then the Supplier shall be obliged to exempt us from such third party claims insofar as the damage was caused by a defect in the subject of the contract delivered by the Supplier. In the cases of a no-fault liability this shall only apply if the Supplier is at fault. If the cause of the damage lies within the Supplier's sphere of responsibility, it shall bear the burden of proof. In these cases, the Supplier shall take over all costs and expenses, including the costs of any legal proceedings or recall campaigns. The statutory provisions shall apply in all other respects.

apply if the Supplier is at fault. If the cause of the damage lies within the Supplier's sphere of responsibility, it shall bear the burden of proof. In these cases, the Supplier shall take over all costs and expenses, including the costs of any legal proceedings or recall campaigns. The statutory provisions shall apply in all other respects.

**7.2** The Supplier is obliged to take out a product liability insurance to a reasonable amount of cover and to furnish proof thereof upon request.

### 8. Reservation of Title, Provision of Materials, Tools, Maintenance of Secrecy

**8.1** A reservation of title of the Supplier shall only become part of the contract if the reservation of title expires upon payment of the price agreed for the conditional commodity and we have authority to resell and process it in the orderly course of business. Any additional reservation of title of the Supplier shall not be accepted.

**8.2** Any parts and/or tools provided by us to the Supplier remain our unlimited property. The Supplier is obliged to use the tools exclusively for manufacturing the goods ordered by us. The Supplier holds these things carefully in safe custody. It is obliged to insure these tools at replacement value, at its own expense, against damage caused by fire, water and theft and to carry out any maintenance and inspection work required.

**8.3** The Supplier is obliged to treat all received samples, drawings, calculations and any other documents and information as strictly confidential and to put its subcontractors under the same obligation. The obligation of secrecy shall also apply after carrying out this contract. It shall expire as soon as and insofar as the content of the samples, drawings, calculations and other documents provided has become a matter of common knowledge.

### 9. Property Rights, Rights of Use

**9.1** The Supplier guarantees that in connection with its delivery no third party rights shall be infringed, and releases us from any claims of third parties. The release by the Supplier refers to any expenses and damage accruing to us from or in connection with the claims filed by a third party.

**9.2** The exclusive rights of use and the property rights in samples, drawings, product descriptions and data sheets are herewith transferred to us insofar as they have been created or produced on our behalf. We are entitled, solely and exclusively, to use or exploit the results thereof.

**9.3** We are entitled to publish the work results prepared for us. Publications by the Supplier require our prior written consent.

### 10. Execution of Work

Persons who carry out work at our premises in order to fulfil the contract shall observe the provisions of the respective company regulations. Liability for accidents at our premises in which these persons are involved shall be excluded, unless they were caused by an intentional or grossly negligent breach of duty by our legal representatives and/or vicarious agents.

### 11. Place of Performance, Place of Jurisdiction

**11.1** The place of performance is our place of business, unless otherwise stipulated in the order.

**11.2** The place of jurisdiction for all disputes arising from any business under these General Conditions is our place of business, for legal actions taken by us as well as for such taken against us.

### 12. Final Provisions

**12.1** If a Quality Assurance Agreement has been concluded with the Supplier, it shall prevail or it shall apply supplementarily.

**12.2** The relations between us and the Supplier are exclusively governed by the law of the Federal Republic of Germany.

**12.3** The applicability of the UN Sales Convention, the Hague Uniform Laws on the Sale of Goods and the Convention on Contracts for the International Sale of Goods (CISG) is excluded.

**12.4** TRIDELTA has the right to amend or adapt the General Terms and Conditions at any time.

**12.5** If a provision of these General Conditions or a provision within the framework of other agreements is or becomes invalid, the validity of the remaining provisions or agreements will not be affected hereby. The invalid provision will be replaced by a valid provision that most closely reflects its economic intent.

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